


LAWYERS

RECORDATION NO. 17892-CC FILED 

Davis Wright Tremaine LLP

MAR 31 '04

3-02 PM

SURFACE TRANSPORTATION BOARD

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March 31, 2004

**VIA MESSENGER**

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, NW  
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation pursuant to 49 U.S.C. § 11301, are two (2) originals of Memorandum of Lease Assignment, dated as of March 31, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents. The primary document to which this is connected is recorded under Recordation No. 17892-R. The enclosed document relates to Lease Schedule No. 817, dated December 29, 1995. By a Memorandum of Lease Assignment recorded under Recordation No. 17892-Z, the original lessor assigned Lease Schedule No. 817 to Assignor (described below). The enclosed Memorandum of Lease Assignment is a further assignment by Assignor to Assignee (described below) of Lease Schedule No. 817 and the railcars subject thereto.

The names and addresses of the parties to the Memorandum of Lease Assignment are:

Assignor:

SUNTRUST LEASING CORPORATION  
(formerly Crestar Leasing Corporation)  
29 W. Susquehanna Avenue, Suite 400  
Towson, MD 21204

Assignee:

THE FIFTH THIRD LEASING COMPANY  
38 Fountain Square Plaza  
MD 10904A  
Cincinnati, OH 45263

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A description of the equipment covered by the Memorandum of Lease Assignment consists of:

Two Hundred and Forty-Six (246) Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1001 through and including CAGX 1057, CAGX 1059 through and including CAGX 1063, CAGX 1065 through and including CAGX 1126, CAGX 1128 through and including CAGX 1156, CAGX 1158 through and including CAGX 1169, CAGX 1171, CAGX 1172, CAGX 1174 through and including CAGX 1181, CAGX 1183 through and including 1190, CAGX 1192 through and including CAGX 1199, CAGX 1676, CAGX 1678, CAGX 1680 through and including CAGX 1691, CAGX 1694 through and including CAGX 1695, CAGX 1698, CAGX 1700 through and including 1703, CAGX 1705 through and including CAGX 1706, CAGX 1708 through and including CAGX 1710, CAGX 1712 through and including CAGX 1725, CAGX 1727 through and including CAGX 1729, CAGX 1732, CAGX 1736, CAGX 1741, CAGX 1743 through and including CAGX 1747, CAGX 1749, and CAGX 1756 through and including CAGX 1758, together with all attachments, accessories, accessions and substitutions thereto; excluding Nine (9) Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1127, CAGX 1157, CAGX 1170, CAGX 1773, CAGX 1182, CAGX 1191, CAGX 1200, CAGX 1677 and CAGX 1697 that suffered casualties.

A fee of \$30.00 is enclosed. Please return one of the originals to:

Richard J. Schroeder  
Davis Wright Tremaine, LLP  
1501 Fourth Avenue, Suite 2600  
Seattle, WA 98101

A short summary of the document to appear in the index follows:

Memorandum of Lease Assignment between SunTrust Leasing Corporation (formerly Crestar Leasing Corporation, 29 W. Susquehanna Avenue, Suite 400, Towson, MD 21204, as Assignor, and The Fifth Third Leasing Company, 38 Fountain Square Plaza, MD 10904A, Cincinnati, OH 45263, covering:

Two Hundred and Forty-Six (246) Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1001 through and including CAGX 1057, CAGX 1059 through and

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including CAGX 1063, CAGX 1065 through and including CAGX 1126, CAGX 1128 through and including CAGX 1156, CAGX 1158 through and including CAGX 1169, CAGX 1171, CAGX 1172, CAGX 1174 through and including CAGX 1181, CAGX 1183 through and including 1190, CAGX 1192 through and including CAGX 1199, CAGX 1676, CAGX 1678, CAGX 1680 through and including CAGX 1691, CAGX 1694 through and including CAGX 1695, CAGX 1698, CAGX 1700 through and including 1703, CAGX 1705 through and including CAGX 1706, CAGX 1708 through and including CAGX 1710, CAGX 1712 through and including CAGX 1725, CAGX 1727 through and including CAGX 1729, CAGX 1732, CAGX 1736, CAGX 1741, CAGX 1743 through and including CAGX 1747, CAGX 1749, and CAGX 1756 through and including CAGX 1758, together with all attachments, accessories, accessions and substitutions thereto; excluding Nine (9) Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1127, CAGX 1157, CAGX 1170, CAGX 1773, CAGX 1182, CAGX 1191, CAGX 1200, CAGX 1677 and CAGX 1697 that suffered casualties.

The document does not contain a hereafter acquired clause.

Very truly yours,

Davis Wright Tremaine LLP

*Richard J. Schroeder*

Richard J. Schroeder

Enclosures

## MEMORANDUM OF LEASE ASSIGNMENT

THIS MEMORANDUM OF LEASE ASSIGNMENT is made and entered into as of March 31, 2004 between SUNTRUST LEASING CORPORATION (formerly Crestar Leasing Corporation) ("Assignor") and the FIFTH THIRD LEASING COMPANY ("Assignee"), with reference to the following:

1. The Lease Documents. Pitney Bowes Credit Corporation ("Lessor") and Conagra, Inc. ("Lessee") are parties to that certain Master Equipment Lease Agreement No. 1801174, dated as of April 24, 1992 (the "Master Lease"), and Lease Schedule No. 817, dated December 29, 1995 ("Schedule 817") (the "Assigned Schedule"), whereby Lessor leases to Lessee 255 5161 Cubic Foot Covered Hopper Railcars, as more fully described in the Schedule 1 attached hereto and made a part hereof (hereinafter referred to as the "Railcars"). A Memorandum of Master Equipment Lease Agreement No. 1801174 was recorded with the Surface Transportation Board (the "STB"), with respect to the Assigned Schedule and assigned Recordation No. 17892-R. The Master Lease (solely as it relates to the Assigned Schedule), and the Assigned Schedule, are hereinafter collectively referred to as the "Lease Documents." By a Memorandum of Lease Assignment dated December 18, 1998, and recorded with the STB on December 18, 1998 and assigned Recordation No. 17892-Z, Lessor assigned the Lease Documents to Assignor. Capitalized terms used herein without definitions shall have the meanings given them in the Master Lease.


2. The Assignment. Assignor is, effective as of the date hereof: (a) assigning to Assignee, all rights, title, interests and obligations of the Lessor in, under and to the Lease Documents, and Assignee shall be accepting and assuming all of the same, in each such case to the extent attributable to the period commencing on and continuing after the consummation of such assignment and acceptance, pursuant, in part, to that certain Master Assignment Agreement dated as of November 22, 2002, and the Assignment and Specification of Assigned Equipment Schedule dated as of the date hereof, each between Assignor and Assignee; and (b) selling the Railcars to Assignee, and Assignee shall be the owner of the railcars and Assignor shall have no interest or authority of any nature regarding the Railcars.

3. Counterparts. This Memorandum of Assignment may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF LEASE ASSIGNMENT to be executed by its duly authorized officer as of the date first above written.

SUNTRUST LEASING CORPORATION  
as Assignor

By:   
Name: Michael J. Powers  
Title: Secretary

THE FIFTH THIRD LEASING COMPANY  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MARYLAND )  
BALTIMORE ) ss.  
CITY OF BALTIMORE )

On this the 30<sup>th</sup> day of March, 2004 before me appeared Michael J. Powers, the person who signed this instrument, who acknowledged that (s)he is the SECRETARY of SUNTRUST LEASING CORPORATION and that being duly authorized (s)he signed such instrument as a free act of said corporation.

[Seal]

Roman Carpenter  
Notary Public

My commission expires: 6/23/04

STATE OF OHIO )  
COUNTY OF HAMILTON ) ss.

On this \_\_\_\_\_ day of March, 2004, before me, a Notary Public in and for the State of Ohio, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of THE FIFTH THIRD LEASING COMPANY to be the free and voluntary act and deed of said {company} for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

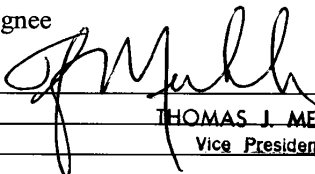
NOTARY PUBLIC in and for the State of  
Ohio, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF LEASE ASSIGNMENT to be executed by its duly authorized officer as of the date first above written.

SUNTRUST LEASING CORPORATION  
as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE FIFTH THIRD LEASING COMPANY  
as Assignee

By:  \_\_\_\_\_  
Name: THOMAS J. MERKLE  
Title: Vice President

STATE OF MARYLAND    )  
                                  ) ss.  
CITY OF BALTIMORE    )

On this the \_\_\_\_ day of March, 2004 before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of SUNTRUST LEASING CORPORATION and that being duly authorized (s)he signed such instrument as a free act of said corporation.

[Seal]

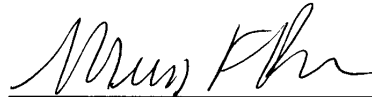
\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF OHIO                                )  
  ) ss.  
COUNTY OF HAMILTON                    )

On this \_\_\_\_ day of March, 2004, before me, a Notary Public in and for the State of Ohio, personally appeared Thomas J. Merkle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the vice president of THE FIFTH THIRD LEASING COMPANY to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Ohio

My appointment expires June 15, 2004

Print Name:



\_\_\_\_\_  
MELODY PRICE-YONTS  
Notary Public, State of Ohio  
My Commission Expires June 15, 2004



SCHEDULE 1 TO  
MEMORANDUM OF LEASE AGREEMENT

This Schedule 1 is to and a part of that certain Memorandum of Lease Assignment entered into as of March ~~2~~<sup>3</sup>, 2004 by Crestar Leasing Corporation ("Assignor"), as seller, in favor of the Fifth Third Leasing Company, as assignee (the "Memorandum").

The "Railcars" referred to in the Memorandum are comprised of all of the Railcars and other property leased by Assignor to Conagra, Inc. ("Lessee") under that certain Master Equipment Lease Agreement No. 1801174, dated as of April 29, 1992 (the "Master Lease"), and Lease Schedule No. 817, dated December 29, 1995 (the "Assigned Schedule"), entered into between Assignor, as lessor, and Lessee, as lessee, including without limitation:

Two Hundred and Forty-Six Trinity (246) 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1001 through and including CAGX 1057, CAGX 1059 through and including CAGX 1063, CAGX 1065 through and including CAGX 1126, CAGX 1128 through and including CAGX 1156, CAGX 1158 through and including CAGX 1169, CAGX 1171, CAGX 1172, CAGX 1174 through and including CAGX 1181, CAGX 1183 through and including 1190, CAGX 1192 through and including CAGX 1199, CAGX 1676, CAGX 1678, CAGX 1680 through and including CAGX 1691, CAGX 1694 through and including CAGX 1695, CAGX 1698, CAGX 1700 through and including 1703, CAGX 1705 through and including CAGX 1706, CAGX 1708 through and including CAGX 1710, CAGX 1712 through and including CAGX 1725, CAGX 1727 through and including CAGX 1729, CAGX 1732, CAGX 1736, CAGX 1741, CAGX 1743 through and including CAGX 1747, CAGX 1749, and CAGX 1756 through and including CAGX 1758, together with all attachments, accessories, accessions and substitutions thereto:

Nine Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1127, CAGX 1157, CAGX 1170, CAGX 1773, CAGX 1182, CAGX 1191, CAGX 1200, CAGX 1677 and CAGX 1697 suffered casualties.